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UNITED DISTRICT COURT
DISTRICT OF NEVADA

MANUELA CHAVEZ, individually
Plaintiff,

v.

PETSMART, LLC; ROE
CORPORATIONS, I through X,
inclusive; and DOES I through X,
inclusive,
Defendants.

CASE NO. 2:22-cv-01602-JAD-NJK

Assigned to the Honorable Jennifer A.
Dorsey, U.S. District Judge

**CONFIDENTIALITY AGREEMENT AND
STIPULATION; ORDER**

Complaint Filed: August 8, 2022
Trial Date: None

Undersigned counsel agree as follows:

1. Certain PetSmart, LLC, and its affiliates and related entities ("PetSmart") documents and other materials that may be subject to discovery contain trade secrets, confidential information, or other intellectual property of PetSmart. Even though some confidential PetSmart documents and other materials may be subject to discovery, PetSmart has a right to protect its trade secrets, confidential information, and intellectual property from being distributed or in any other manner made available to anyone not a party to such litigation or anyone who is a party to this litigation that has no legitimate need to obtain confidential PetSmart information.

2. This Stipulation and Agreement may be incorporated into a Court Order that shall govern the use of confidential documents and other confidential materials produced by PetSmart pursuant to a Request for Production and/or voluntarily disclosed by PetSmart pursuant to its obligations under the applicable Federal Rules of Civil Procedure that govern this litigation.

3. This Stipulation and Agreement shall apply and be binding on all parties to this

1 litigation, their employees, their agents, their contractors, their assigns, and any other person that
2 may receive confidential documents or other materials produced by PetSmart in this litigation.

3 4. Except as otherwise provided by agreement between PetSmart and the party receiving
4 confidential PetSmart documents or other materials, or by further order of the Court, PetSmart
5 documents and other materials, as well as the information contained therein, any copies, any
6 extracts, and any summaries thereof, shall be used for no purpose other than prosecuting or
7 defending the claims and allegations made in this lawsuit and shall be disclosed only to those
8 persons and entities identified in Paragraph 5 of this Agreement.

9 5. Access to PetSmart confidential documents and other materials, any parts thereof,
10 copies thereof, any summaries or extracts thereof, as well as matters contained therein shall be
11 limited to the following:

- 12 a. The Court, its employees and its agents;
- 13 b. The jurors;
- 14 c. The parties to this lawsuit;
- 15 d. The attorney(s) for the parties to this lawsuit including their associates, assistants,
16 agents, and employees;
- 17 e. Consultants and experts involved in the preparation of this litigation that have been
18 retained by the parties or the Court;
- 19 f. Court reporters, their transcribers, assistants and employees;
- 20 g. Deposition witnesses; and
- 21 h. Witnesses called at trial.

22 6. Individuals and entities identified in Paragraph 5 shall have access to PetSmart
23 confidential documents and materials only after they have been informed of the provisions of this
24 Stipulation and Agreement and only after agreeing to be bound by it.

25 7. Any person who distributes or in any other way makes available any confidential
26 PetSmart document or material or the information contained therein shall be responsible for
27 informing individuals and entities of this Stipulation and Agreement and shall be responsible for
28 obtaining and enforcing compliance with the terms and provisions of this Agreement. This does not

1 apply to the Court, its employees, agents, and jurors.

2 8. Counsel for any party to this litigation shall require that any individual, to whom
3 confidential PetSmart information is to be disclosed, shall execute a promise of confidentiality, in the
4 form attached herein as Exhibit "A," before such a disclosure is made. This provision does not apply
5 to an undersigned party, counsel for that party, or counsel's employees and associates.

6 9. Individuals and entities that are permitted access to confidential PetSmart documents
7 and other materials shall not show or convey any parts thereof, any extracts or summaries thereof, to
8 any individual or any entity that would not otherwise have access to this information without express
9 written permission of PetSmart or without Court Order.

10 10. Individuals and entities that are permitted access to confidential PetSmart documents
11 and other materials shall not reproduce and distribute any confidential information contained therein,
12 to any individual or any entity that would not otherwise have access to this information without
13 express written permission of PetSmart or without Court Order.

14 11. See order issued concurrently herewith.
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24 12. Upon conclusion of this case, all confidential PetSmart documents and other
25 materials, copies, reproductions, extracts and summaries thereof shall be returned to counsel for
26 PetSmart within thirty (30) days after the conclusion of the case.

27 13. The undersigned Counsel for the parties shall submit an affidavit of compliance with
28 the terms of this Stipulation and Agreement within thirty (30) days after the conclusion of this case.

1 14. This agreement shall be binding immediately upon signing, notwithstanding the lack of
2 the Court's signature on the below Order.

3
4 I understand and agree to the terms of this Agreement.

5 Date: -3/10/2023

6 By: /s/ Bryan Boyack

7 Title: Counsel for Plaintiff, MANUELA CHAVEZ

8 Address: BOYACK LAW GROUP 1707 Village Center Circle, Suite 100 Las Vegas, Nevada
9 89134

10 Date: -3/10/2023

11 By: /s/ Jay Kenyon

12 Title: Counsel for Defendant, PetSmart, LLC.

13 Address: YAN KENYON ATTORNEYS AT LAW 7881 W Charleston Blvd, Las Vegas, NV
14 89117

15 **ORDER**

16 **GOOD CAUSE APPEARING**, the Court hereby approves this Agreement and Stipulation.

17 **IT IS SO ORDERED.**

18 Dated: March 13, 2023

19 
UNITED STATES MAGISTRATE JUDGE

Exhibit A

Promise of Confidentiality re: PetSmart, LLC.
Documents, Instructions, Procedures, and Practices

I have read and am familiar with the Confidentiality Agreement and Stipulation governing the exchange of confidential information in the case of: MANUELA CHAVEZ v. PetSmart, LLC. I agree to abide by all of the terms and conditions of the Confidentiality Agreement and Stipulation and will not to reveal or otherwise communicate any of the information disclosed to me to anyone except in accordance with the terms and conditions of the Confidentiality Agreement and Stipulation. I further agree not to make any use of any of the information or material covered by the Confidentiality Agreement in this case, except for the purposes of the litigation of CASE NO. 2:22-cv-01602-JAD-NJK.

I further agree that no later than thirty (30) days after termination of this litigation or termination of my involvement whichever occurs first, I will deliver to PetSmart's counsel of record that has consulted me or engaged my services in this matter, all documents in my possession or control designated as Confidential pursuant to the Confidentiality Agreement and Stipulation, and all copies, summaries, and extracts of the contents contained therein.

By: _____

Printed Name: _____

Signature: _____

Title: _____

Date: _____